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ERICSSON INC. 6300 LEGACY DRIVE M/S EVR 1-C-11 PLANO, TX 75024			EXAMINER ZELASKIEWICZ, CHRYSTINA E	
			ART UNIT 3621	PAPER NUMBER
			NOTIFICATION DATE 12/09/2010	DELIVERY MODE ELECTRONIC

**Please find below and/or attached an Office communication concerning this application or proceeding.**

The time period for reply, if any, is set in the attached communication.

Notice of the Office communication was sent electronically on above-indicated "Notification Date" to the following e-mail address(es):

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<b>Office Action Summary</b>	<b>Application No.</b> 10/595,001	<b>Applicant(s)</b> AHLBACK ET AL.	
	<b>Examiner</b> CHRYSTINA ZELASKIEWICZ	<b>Art Unit</b> 3621	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

### Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

### Status

- 1) ☒ Responsive to communication(s) filed on 11 October 2010.
- 2a) ☒ This action is **FINAL**.                      2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

### Disposition of Claims

- 4) ☒ Claim(s) 1-14 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1-14 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

### Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

### Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All    b) ☐ Some \*    c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
  2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
  3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

### Attachment(s)

- |   |   |
|---|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892)         | 4) <input type="checkbox"/> Interview Summary (PTO-413)           |
| 2) <input type="checkbox"/> Notice of Draftperson's Patent Drawing Review (PTO-948) | Paper No(s)/Mail Date. _____                                      |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08)         | 5) <input type="checkbox"/> Notice of Informal Patent Application |
| Paper No(s)/Mail Date _____   | 6) <input type="checkbox"/> Other: _____                          |

## **DETAILED ACTION**

### **Acknowledgements**

1. This action is in reply to the Amendment filed on October 11, 2010.
2. Claims 1-14 are pending.
3. Claims 1-14 have been examined.
4. This Office Action is given Paper No. 20101202 for references purposes only.

### **Claim Rejections - 35 USC § 112, 1<sup>st</sup> paragraph**

5. The following is a quotation of the first paragraph of 35 U.S.C. 112:

The specification shall contain a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the same and shall set forth the best mode contemplated by the inventor of carrying out his invention.

6. Claim 14 is rejected under 35 U.S.C. §112, first paragraph, as failing to comply with the written description requirement.
7. The claim contains subject matter which was not described in the specification in such a way as to reasonably convey to one skilled in the relevant art that the inventors, at the time the application was filed, had possession of the claimed invention.
8. Specifically, claim 14 was amended to include a processor, a main memory coupled to the processor, and persistent storage associated with the processor.
9. Based upon a review of the original disclosure, Examiner finds that the "a processor, a main memory coupled to the processor, and persistent storage associated with the processor" are not necessarily present in the original disclosure. Although Applicant does have support for a NAF nodes (as disclosed on page 5 of the original

specification), a NAF node is not necessarily structurally the same as a processor, a main memory coupled to the processor, or persistent storage.

### **Claim Rejections - 35 USC § 103**

10. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

11. Claims 1-8 and 12 are rejected under 35 U.S.C. 103(a) as being unpatentable over Nevoux et al. (US 5,412,726) in view of Asokan et al.(US 2002/0161723).

Claims 1, 14

12. Nevoux discloses the following limitations:

- a. sending a request (request, see C7 L45-55) for an accounting certificate (remote loading of n value units, see C7 L45-55) from a subscriber's mobile terminal (autonomous set PA, see C4 L29-67, figure 1) to a certificate issuing node (subscriber access system SAA, see C4 L29-67, figure 1) in a visited network;
- b. upon receipt of the request (request, see C7 L45-55) at said node, sending an authorization request (credit authorization request, see C7 L65 – C8

L2) from said node to an online charging system (authorization center CA, see C7 L65 – C8 L2, figure 1) of the subscriber's home network;

c. at the online charging system (authorization center CA, see C7 L65 – C8 L2, figure 1), returning either an accept or deny service request message (remote loading passkey, see C8 L29 – C9 L45) for the accounting certificate to said node, based on the subscriber's account data;

d. in the event that an accept service request message (remote loading passkey, see C8 L29 – C9 L67) is received by said node, sending the requested accounting certificate (amount to be remotely loaded C1, see C9 L45 – C10 L11) to the subscriber terminal.

13. Nevoux does not disclose the following limitations:

e. accounting certificate;

f. sending the accounting certificate from the subscriber terminal to the provider of a product or service to be paid for.

14. Asokan teaches the following limitations:

g. accounting certificate (certificate used to request a product, service, access, or right from a service provider, see [0010]);

h. sending (transmit, see [0010]) the accounting certificate (digital certificate, see [0010]) from the subscriber terminal (mobile station, see [0010]) via the mobile communications network to a provider of a product or service (service provider, see [0010]) to be paid for.

15. It would have been obvious to one of ordinary skill in the art at the time of the invention to combine the remote loading process of Nevoux with the certificate of Asokan because 1) a need exists for a telecommunication installation capable of ensuring confidentiality and integrity of a remote loading order and its amount, even when the subscriber is in a roaming region (Nevoux C2 L21-57); and 2) a need exists for a method which allows a user to pay for goods and services while ensuring that a hacker or criminal may not listen in or tap into a payment transaction between a legitimate buyer and seller (Asokan [0009]). The service provider can use the digital certificate to verify the digital signature of the mobile station; helping a user to repudiate legitimate charges he has made (Asokan [0009-0010]).

#### Claim 2

16. Nevoux in view of Asokan discloses all the limitations above. Furthermore, Nevoux discloses the following limitations:

- i. said online charging system (authorization center CA, see C7 L65 – C8 L2, figure 1) to which said authorization request (credit authorization request, see C7 L65 – C8 L2) is sent is responsible for coordinating all charges (remote loading, see C7 L23-37) made against subscribers of the home network.

#### Claim 3

17. Nevoux in view of Asokan discloses all the limitations above. Furthermore, Nevoux discloses the following limitations:

- j. wherein said certificate issuing node (subscriber access system SAA, see C4 L29-67, figure 1) is owned by the operator of an access network (network, see C4 L53-57) used by the subscriber terminal (autonomous set PA, see C4 L29-67, figure 1).

Claim 4

18. Nevoux in view of Asokan discloses all the limitations above. Furthermore, Nevoux discloses the following limitations:

- k. the access network (network, see C4 L53-57) is provided by the operator of the subscriber's home network, or by a visited network (roaming region, see C2 L52-57).

Claim 5

19. Nevoux in view of Asokan discloses all the limitations above. Furthermore, Nevoux discloses the following limitations:

- l. said certificate issuing node (subscriber access system SAA, see C4 L29-67, figure 1) comprises a Public Key Infrastructure portal, which uses shared secret keys (secret passkey, see C5 L25 – C6 L55) to communicate with a subscriber terminal.

Claim 6

20. Nevoux in view of Asokan discloses all the limitations above. Furthermore, Nevoux discloses the following limitations:

- m. the Public Key Infrastructure portal communicates with a Bootstrapping Server Function of the subscriber's home network to obtain a shared secret (secret passkey, see C5 L25 – C6 L55) previously agreed between the Bootstrapping Server Function and the subscriber terminal.

Claim 7

21. Nevoux in view of Asokan discloses all the limitations above. Furthermore, Nevoux discloses the following limitations:

- n. the Public Key Infrastructure portal obtains the shared secret (secret passkey, see C5 L25 – C6 L55) after receiving a request (request, see C7 L7-55) for an accounting certificate (remote loading of n value units, see C7 L45-55) from the subscriber terminal.

Claim 8

22. Nevoux in view of Asokan discloses all the limitations above. Furthermore, Nevoux discloses the following limitations:

- o. the Public Key Infrastructure portal communicates with the subscriber's home network to obtain the identity of the responsible online charging system (authorization center CA, see C7 L65 – C8 L2, figure 1) prior to sending said



authorization request (request, see C6 L64 – C7 L55), or for authorization to issue accounting certificates in principle.

#### Claim 12

23. Nevoux in view of Asokan discloses all the limitations above. Furthermore, Nevoux discloses the following limitations:

p. the request (request, see C7 L7-55) for an accounting certificate (remote loading of n value units, see C7 L45-55) is sent prior to receipt of the invoice (reach or exceed threshold, see C7 L15-20) at the terminal.

24. Claims 9-11 and 13 are rejected under 35 U.S.C. 103(a) as being unpatentable over Nevoux, in view of Asokan, and further in view of Puhl (US 6,223,291).

#### Claim 9

25. Nevoux in view of Asokan discloses all the limitations above. Furthermore, Nevoux in view of Asokan does not disclose the following limitations:

q. The provider... settlement.

26. Puhl teaches the following limitations:

r. the provider of a product or service to be paid for, sends received accounting certificates to said certificate issuing node for settlement (bills customer, see figure 5).

27. It would have been obvious to one of ordinary skill in the art at the time of the invention to combine the remote loading process of Nevoux, in view of Asokan, with the billing of Puhl because 1) a need exists for a telecommunication installation capable of ensuring confidentiality and integrity of a remote loading order and its amount, even when the subscriber is in a roaming region (Nevoux C2 L21-57); and 2) a need exists for secure electronic commerce (Puhl C1 L18-45). Sending the certificate for settlement ensures the provider is paid (Puhl see figure 5, C14 L63 – C15 L20).

#### Claim 10

28. Nevoux in view of Asokan discloses all the limitations above. Furthermore, Nevoux in view of Asokan does not disclose the following limitations:

s. The online... paid for.

29. Puhl teaches the following limitations:

t. the online charging system reports previously reserved credit (credit/voucher, see C14 L63 – C15 L20) as used and withdrawn, when a service has been delivered and a signed invoice received from the provider of a product or service to be paid for.

30. It would have been obvious to one of ordinary skill in the art at the time of the invention to combine the remote loading process of Nevoux, in view of Asokan, with the credit/voucher of Puhl because 1) a need exists for a telecommunication installation capable of ensuring confidentiality and integrity of a remote loading order and its amount, even when the subscriber is in a roaming region (Nevoux C2 L21-57); and 2) a

need exists for secure electronic commerce (Puhl C1 L18-45). Reporting previous credit as used and withdrawn ensures the provider is paid (Puhl see figure 5, C14 L63 – C15 L20).

Claim 11

31. Nevoux in view of Asokan discloses all the limitations above. Furthermore, Nevoux in view of Asokan does not disclose the following limitations:

u. The provider... node.

32. Puhl teaches the following limitations:

v. the provider of a product or service sends an invoice (charge for service, see C14 L63 – C15 L20) to the subscriber terminal for products or services which the subscriber proposes to purchase and, after receipt of this invoice, the subscriber terminal sends the request for the accounting certificate to the certificate issuing node.

33. It would have been obvious to one of ordinary skill in the art at the time of the invention to combine the remote loading process of Nevoux, in view of Asokan, with the charge for service of Puhl because 1) a need exists for a telecommunication installation capable of ensuring confidentiality and integrity of a remote loading order and its amount, even when the subscriber is in a roaming region (Nevoux C2 L21-57); and 2) a need exists for secure electronic commerce (Puhl C1 L18-45). Sending an invoice, then a request, ensures the provider is paid (Puhl see figure 5, C14 L63 – C15 L20).

Claim 13

34. Nevoux in view of Asokan discloses all the limitations above. Furthermore, Nevoux in view of Asokan does not disclose the following limitations:

w. Said accounting... network.

35. Puhl teaches the following limitations:

x. said accounting certificate is secured by bootstrapping (bootstrap, see C17 L43-56) on an authentication and shared secret agreement procedure performed between the mobile terminal and the subscriber's home network.

36. It would have been obvious to one of ordinary skill in the art at the time of the invention to combine the remote loading process of Nevoux, in view of Asokan, with the bootstrapping of Puhl because 1) a need exists for a telecommunication installation capable of ensuring confidentiality and integrity of a remote loading order and its amount, even when the subscriber is in a roaming region (Nevoux C2 L21-57); and 2) a need exists for secure electronic commerce (Puhl C1 L18-45). Bootstrapping ensures proper provisioning of the client (see Puhl C17 L43-56).

### **Response to Arguments**

37. Applicant argues that Nevoux does not disclose an accounting certificate (Amendment p 8). Applicant also argues that Puhl does not teach sending the accounting certificate from the subscriber terminal to a provider of a product or service (Amendment p 8).

y. These arguments are moot in light of the new art above.

### Claim Interpretation

38. Examiner finds that because the examined claims recite neither “step for” nor “means for”, the examined claims fail Prong (A) as set forth in MPEP § 2181 I. Because all examined claims fail Prong (A), Examiner concludes that all examined claims do not invoke 35 U.S.C. 112, 6<sup>th</sup> paragraph. See also *Ex parte Miyazaki*, 89 USPQ2d 1207, 1215-16 (B.P.A.I. 2008) (precedential).

z. Should Applicant amend the claims to recite “means for”, Applicant is respectfully reminded that the specification must have proper antecedent basis for the claimed subject matter. See 37 C.F.R. § 1.75(d)(1), MPEP § 608.01(o), and MPEP § 2181 IV.

39. After careful review of the original specification and unless expressly noted otherwise by Examiner, Examiner concludes that Applicant is not his own lexicographer. See MPEP § 2111.01 IV.

40. Examiner hereby adopts the following definitions under the broadest reasonable interpretation standard. In accordance with *In re Morris*, 127 F.3d 1048, 1056, 44 USPQ2d 1023, 1029 (Fed. Cir. 1997), Examiner points to these other sources to support her interpretation of the claims.<sup>1</sup> Additionally, these definitions are only a guide to claim terminology since claim terms must be interpreted in context of the surrounding claim language. Finally, the following list is not intended to be exhaustive in any way:

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<sup>1</sup> While most definitions are cited because these terms are found in the claims, Examiner may have provided additional definition(s) to help interpret words, phrases, or concepts found in the definitions themselves or in the prior art.

aa. **element** “n. 1. Any stand-alone item within a broader context. For example, a data element is an item of data with the characteristics or properties of a larger set.” Computer Dictionary, 5<sup>th</sup> Edition, Microsoft Press, Redmond, WA, 2002;

bb. **for** “1 a – used as a function word to indicate purpose.” Webster’s Ninth New Collegiate Dictionary, Merriam-Webster, Inc., Springfield, MA, 1986;

cc. **memory** “A device where information can be stored and retrieved.” Computer Dictionary, 5<sup>th</sup> Edition, Microsoft Press, Redmond, WA, 2002;

dd. **network** “A group of computers and associated devices that are connected by communications facilities.” Computer Dictionary, 3<sup>rd</sup> Edition, Microsoft Press, Redmond, WA, 1997;

ee. **node** “n. 1. A junction of some type.” Computer Dictionary, 5<sup>th</sup> Edition, Microsoft Press, Redmond, WA, 2002;

ff. **system** “n. Any collection of component elements that work together to perform a task. Examples are a hardware system consisting of a microprocessor, its allied chips and circuitry, input and output devices, and peripheral devices; an operating system consisting of a set of programs and data files; or a database management system used to process specific kinds of information.” Computer Dictionary, 5<sup>th</sup> Edition, Microsoft Press, Redmond, WA, 2002; and

gg. **terminal** “(4) (networks) A point at which any element may be directly connected to one or more other elements.” IEEE 100 The Authoritative Dictionary of IEEE Standards Terms, 7<sup>th</sup> Edition, IEEE, Inc., New York, NY, Dec. 2000.

41. In light of Applicants' choice to pursue product claims (claim 14), Applicants are reminded that functional recitation(s) using the word and/or phrases "for", "adapted to", or other functional language (e.g. see claim 14 which recites "portal for") have been considered but are given little patentable weight because they fail to add any structural limitations and are thereby regarded as intended use language. To be especially clear, all limitations have been considered. However, a recitation of the intended use of the claimed product must result in a structural difference between the claimed product and the prior art in order to patentably distinguish the claimed product from the prior art. If the prior art structure is capable of performing the intended use, then it reads on the claimed limitation. *In re Casey*, 370 F.2d 576, 152 USPQ 235 (CCPA 1967) ("The manner or method in which such a machine is to be utilized is not germane to the issue of patentability of the machine itself."); *In re Otto*, 136 USPQ 458, 459 (CCPA 1963). See also MPEP §§ 31.06 II (C.), 2114 and 2115. Unless expressly noted otherwise by Examiner, the claim interpretation principles in the paragraph apply to all examined claims currently pending.

42. For compact prosecution purposes and should Applicant overcome the prior art rejections noted above, Applicant is reminded that optional or conditional elements do not narrow the claims because they can always be omitted. See e.g. MPEP §2106 II C.: "Language that suggests or makes optional but does not require steps to be performed or does not limit a claim to a particular structure does not limit the scope of a claim or claim limitation. [Emphasis in original.]; and *In re Johnston*, 435 F.3d 1381, 77 USPQ2d

1788, 1790 (Fed. Cir. 2006) ("As a matter of linguistic precision, optional elements do not narrow the claim because they can always be omitted.").

hh. For example, claim 1 states "*in the event* that an accept service request message is received."

43. Note, in this case claim 1 is a method claim that recites the limitation "sending the accounting certificate from the subscriber terminal via the mobile communications network." Because Applicant has not lexicographically defined "network", Examiner uses the broadest reasonable interpretation to define "network" as hardware (see claim interpretation). Thus, Examiner interprets claims 1-13 as tied to a machine.

44. Note, in this case claim 14 is directed to a node having a processor, a main memory, and persistent storage. Because Applicant has not lexicographically defined "memory", Examiner uses the broadest reasonable interpretation to define "memory" as hardware (see claim interpretation). Thus, Examiner interprets claim 14 as requiring hardware, and not directed to software alone.

45. Based on a comparison of Pre-Grant Publication No. U.S. 2007/0219870 ("PGPub") with Applicant's originally submitted specification, the PGPub appears to be a fair and accurate record of the Applicant's specification. Therefore, if necessary, any references in this Office action (or in any future Office action) to Applicant's original specification will refer to paragraph numbers in the PGPub (e.g. PGPub [0043]).



### Conclusion

46. Applicant's amendment filed on October 11, 2010 necessitated the new grounds of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

47. A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

48. Because this application is now final, Applicant is reminded of the USPTO's after final practice as discussed in MPEP §714.12 and §714.13 and that entry of amendments after final is *not* a matter of right. "The refusal of an examiner to enter an amendment after final rejection of claims is a matter of discretion." *In re Berger*, 279 F.3d 975, 984, 61 USPQ2d 1523, 1529 (Fed. Cir. 2002) (citations omitted). Furthermore, suggestions or examples of claim language provided by Examiner are just that—suggestions or examples—and do not constitute a formal requirement mandated by Examiner. Unless stated otherwise by an express indication that a claim is "allowed," exemplary claim language provided by Examiner to overcome a particular

rejection or to change claim interpretation has *not been addressed* with respect to other aspects of patentability (e.g. §101 patentable subject matter, §112, 1<sup>st</sup> paragraph written description and enablement, §112, 2<sup>nd</sup> paragraph indefiniteness, and §102 and §103, prior art). Therefore, any claim amendment submitted under 37 C.F.R. §1.116 that incorporates an Examiner suggestion or example or simply changes claim interpretation will nevertheless require further consideration and/or search and a patentability determination as noted above.

49. Applicant is respectfully reminded that any suggestions or examples of claim language provided by Examiner are just that—suggestions or examples—and do not constitute a formal requirement mandated by Examiner. To be especially clear, any suggestion or example provided in this Office Action (or in any future office action) does not constitute a formal requirement mandated by Examiner.

ii. Should Applicant decide to amend the claims, Applicant is also reminded that—like always—no new matter is allowed. Examiner therefore leaves it up to Applicant to choose the precise claim language of the amendment in order to ensure that the amended language complies with 35 U.S.C. § 112 1st paragraph.

jj. Independent of the requirements under 35 U.S.C. § 112 1st paragraph, Applicant is also respectfully reminded that when amending a particular claim, all claim terms must have clear support or antecedent basis in the specification. See 37 C.F.R. § 1.75(d)(1) and MPEP § 608.01(o). Should Applicant amend the claims such that the claim language *no longer* has clear support or antecedent

basis in the specification, an objection to the specification may result. Therefore, in these situations where the amended claim language does not have clear support or antecedent basis in the specification and to prevent a subsequent 'Objection to the Specification' in the next office action, Applicant is encouraged to either (1) re-evaluate the amendment and change the claim language so the claims *do* have clear support or antecedent basis or, (2) amend the specification to ensure that the claim language does have clear support or antecedent basis. See again MPEP § 608.01(o) (¶3). Should Applicant choose to amend the specification, Applicant is reminded that—like always—no new matter in the specification is allowed. See 35 U.S.C. § 132(a). If Applicant has any questions on this matter, Applicant is encouraged to contact Examiner via the telephone number listed below.

50. Any inquiry of a general nature or relating to the status of this application or concerning this communication or earlier communications from Examiner should be directed to Chrystina Zelaskiewicz whose telephone number is 571.270.3940. Examiner can normally be reached on Monday-Friday, 9:30am-5:00pm. If attempts to reach the examiner by telephone are unsuccessful, the Examiner's supervisor, Andrew Fischer can be reached at 571.272.6779.

51. Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only.

For more information about the PAIR system, see <http://portal.uspto.gov/external/portal/pair> <<http://pair-direct.uspto.gov>>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866.217.9197 (toll-free).

/Chrystina Zelaskiewicz/  
Examiner, Art Unit 3621  
December 2, 2010

/ANDREW J. FISCHER/  
Supervisory Patent Examiner, Art Unit 3621